



AGENDA OF THE PERSONNEL COMMITTEE

TUESDAY, APRIL 29, 2025, 4:30 PM

In person at City Hall, Room 207.

Immediately following Finance Committee

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/86846491807?pwd=K3NJQlNxdXUlcjB2RlR0TWVTUkYdz09>

Or call in by phone: +1 312 626 6799

Meeting ID: 868 4649 1807

Passcode: 298054

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

- I. Members: Alder Brian Johnson, Alder Kathy Hinkfuss, Alder Bill Galvin, Alder Jennifer Grant.

C. Approval of the Agenda.

D. Approval of Minutes.

- I. Approval of the Minutes from the April 8, 2025 Personnel Committee meeting.

E. Regular Business.

- I. For consideration with possible action on the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Police Commander
2. For consideration with possible action on the request to reclassify an Arborist I position to Arborist II.

3. For consideration with possible action to approve the 2025-2027 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats. for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats. to report the results of the closed session and consider the balance of the agenda.

4. For consideration with possible action on the request to reclassify 13 Conservation Corps federally grant funded positions to 13 Limited Term Employees (LTE) due to the loss of federal grant funding.

F. Informational.

1. Report of Routine Personnel Actions
2. Next Meeting: May 13, 2025

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Personnel Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 29, 2025

PREPARED BY

AGENDA ITEM # E.I

For consideration with possible action on the request to fill the following positions and all subsequent vacancies resulting from internal transfers.

a. Police Commander

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Request to Fill Memo
2. Commander - Warych 4.2025

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: April 29, 2025

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2025 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Police Commander – Replacement position due to the resignation of Kevin Warych effective May 9, 2025. This position is budgeted at \$109,221 to \$128,502 annually (Pay Grade P).

Position Fill Request
Justification Report
April 22, 2025

Position Title: Police Commander

1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.

 X Replacement Position Not a Replacement Position

This is a replacement position for Kevin Warych who is resigning effective May 9, 2025.

2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.

This position is funded in the current budget within pay grade P (\$109,221-\$128,502). The Green Bay Police Department has three budgeted Commander positions and Commander Warych's resignation will create one vacancy.

3. Please list the functions and any special information regarding this position.

This position is one of three commander positions that is tasked with overseeing an entire division of personnel within the organization. This is a senior command position in the Department.

4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.

This position does not generate revenue. Commanders are salaried, FLSA-exempt administrative employees and thus not eligible for overtime.

5. Please explain why current staff is unable to absorb duties of this position.

This is a senior, command-level position reporting directly to the Chief of Police. It is a critical position, the duties of which cannot be absorbed by other staff due to the need for accountability, project management, and policy-level decision making.

6. If duties of position are presently being done, how are they done?

The duties of this position are currently being done by the incumbent until his resignation date. Following this, a Captain will temporarily be working in a higher classification which is not sustainable in the long term.

7. What service would be reduced or eliminated if this position is not filled?

Critical accountability and command-level oversight of functions would not be accomplished in a timely manner.

8. What are the alternative methods and costs of accomplishing the work?

Having a filled Commander position is the most effective way of providing the appropriate level of supervision of an essential function of the Police Department. Leaving this position unfilled would require these duties to be fulfilled by another Commander or Chief, which is not realistic given the workload on these positions.

9. Are there union issues?

The Commander is a non-represented employee and there are no union issues.

10. Other supporting comments.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 29, 2025

PREPARED BY

AGENDA ITEM # E.2

For consideration with possible action on the request to reclassify an Arborist I position to Arborist II.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Arborist Reclass Memo



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

April 17, 2025

To: Personnel Committee
Brian Rollefson, Human Resources Director

From: Dan Ditscheit

Re: Request to Reclassify a Vacant Arborist I position to an Arborist II and request to fill the Arborist II position and any subsequent vacancies due to internal transfers.

The Parks, Recreation, and Forestry Department has an Arborist I vacancy following the retirement of Timothy Gitter effective at the end of the work day on May 20, 2025. Prior to 2016, Mr. Gitter's position was budgeted at the Arborist II level. However, due to medical limitations and to ensure compliance with the American's with Disabilities Act (ADA), an Arborist II position was reclassified to an Arborist I. Arborist I positions are considered entry level positions. Arborist II positions require a much higher skill set. By reclassifying the vacant Arborist I to an Arborist II, this will bring the Forestry Division back to their pre-2016 structure of (4) Arborist I's and (10) Arborist II's.

The Arborist I position is currently in Pay Grade F of the City Pay Plan (\$26.07-\$29.79 per hour). The Arborist II position is currently in Pay Grade G of the City Pay Plan (\$28.04-\$32.98/hour). The Forestry division currently has (5) Arborist I positions and (9) Arborist II positions in the Parks, Recreation & Forestry Table of Organization. If an Arborist II is hired, we would amend the table of organization accordingly.

There are sufficient funds in the 2025 budget which based upon the current budgeted amounts will result in a 1st year cost savings of \$1,650.

Estimated	Arborist I Grade F, Perf. Range	Arborist II Grade G, Step 3
Salary	\$63,190	\$61,755
FICA	\$4,834	\$4,724
WRS (General)	\$4,392	\$4,292
Worker's Comp	\$133	\$130
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$81	\$78
TOTAL COMPENSATION	\$91,743	\$90,093

FISCAL IMPACT:

-\$1,650

Dan Ditscheit

Parks, Recreation & Forestry Director





Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 29, 2025

PREPARED BY

AGENDA ITEM # E.3

For consideration with possible action to approve the 2025-2027 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats. for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats. to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - Bus Operator Agreement 2025-2027
2. Transit Bus Operator Agreement - 2025-2027 - Strikethrough Version

**Tentative Agreement
April 8, 2025**

City of Green Bay, Wisconsin
And
City of Green Bay Amalgamated Transit Union
Local 857, ATU, AFL-CIO
(Bus Operators)

2025-2027 Agreement

On March 4, 2025 the City and the Bus Operators Union entered into a tentative agreement for a three year contract that will expire on December 31, 2027. The tentative agreement was ratified by the Union on March 8, 2025 and is recommended for approval by the City Council. The following is a summary of the tentative agreement:

ISSUE	COSTS
General Wage Increase: - Varies - Effective with start of pay period in which October 1, 2025 occurs. - Starting Wage: 9.2% increase - Beginning of Year 2: 13.9% Increase - Beginning of Year 3: 4.8% Increase - Beginning of Year 4: 6.1% Increase 2.5% - Effective with start of pay period in which October 1, 2026 occurs. 2.5% - Effective with start of pay period in which October 1, 2027 occurs.	Yr 1 \$20,292 Yr 2 \$66,245 Yr 3 \$123,417 <u>total</u> \$209,954
Premium Pay: - Operators who work a shift consisting of 7 to 9 hours, beginning after 12:30pm will receive a \$.35 per hour premium pay for work performed. - This is changed from \$.35 to \$.50 - Estimate in 2025 - Estimate in 2026 - Estimate in 2027	Yr 1 \$1,600 Yr 2 \$1,600 Yr 3 \$1,600 <u>total</u> \$4,800
Miscellaneous - Article 1.4 Union Bulletin Board – City will remove inappropriate items, but will not remove outdated materials. - Article 5 – Union Cooperation Removed - Additional Floating Holiday for Juneteenth - Sick leave is allowed for immediate family members and they do not have to live in the same household.	

- Article 15 Funeral Leave – revised to be clear that 3 days are off for pay and not solely to attend a funeral. Also, updated funeral leave for eligible family members. - Wages and Rates 18.4 – Added language to clarify pay rates for Packers games and Packers games that fall on a holiday. - Article 20 Clothing Allowance– City will pay 100% (instead of 95%) of costs. Limited service employees may purchase parkas and the City will pay 50% of the costs. City will pay \$100 instead of \$80 for footwear costs. Probationary employees will be given 3 shirts after training.	Packers games Yr 1 \$7,217 Yr 2 \$9,079 Yr 3 \$10,288 Clothing Yr 2 \$420 Yr 3 \$420 <u>total</u> \$27,424
Duration of Agreement	Three Year

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY
AMALGAMATED TRANSIT UNION
LOCAL 857, ATU, AFL-CIO

January 1, 20252 through December 31, 20274

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AGREEMENT

This Agreement made and entered into by and between the City of Green Bay, operating a bus transportation service serving the Green Bay Metropolitan area, party of the first part, hereinafter referred to as the “City” and Amalgamated Transit Union, Local Division 857, party of the second part, hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

- 1.1 The City of Green Bay recognizes representatives of Amalgamated Transit Union Local Division 857, as the collective bargaining representative for all issues specifically addressed in this Agreement for all bus operators.
- 1.2 Dues Deduction:
 - 1.2.1 The City agrees that its employees of the transit department as described in 1.1 may become and remain members of the Union and agrees not to interfere with or prevent, either directly or indirectly, any such employee becoming or continuing as a member of the Union. All employees in the unit may pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee will be required to join the Union, but membership shall be made available to all employees who apply and no employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.
 - 1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.
 - 1.2.3 The City agrees to deduct the amount of dues authorized by each Union member certified by the Union and pay the amount deducted to the Union on or before the end of the month in which the deduction is made. Payroll deduction of dues will begin with the pay period following receipt by the City of the Union’s written notice authorizing dues deductions for current and/or new employees. The City will not be responsible for retroactively deducting dues for any time prior to receipt of the Union’s written notice.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.
- 1.3 Bus operators who are officers or committee members of the Union will be provided unpaid leave of absence not to exceed 15-total work days in a calendar year for all officers or committee members, unless otherwise agreed to by the parties. Such leave must be

approved in advance by the Transit Director or designee, may be cancelled in the event of unforeseen circumstances, and will not require the rescheduling or modification of the transit schedule. An employee may use available vacation, personal or compensatory time while on leave. The bus operator will suffer no loss of rights or benefits for such absence.

- 1.4 The Union may maintain a bulletin board for their use in the lunchroom. The City retains the right to remove inappropriate ~~and/or outdated~~ materials at its discretion.

As an example, the following types of postings will not be tolerated:

- Commercial solicitation for an outside organization.
- Material that is otherwise in violation of City policy, such as obscene, sexually harassing or libelous materials.
- Political or campaign literature.
- Lotteries, sports pools or similar activities.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.
- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.
- 2.4 The City agrees to provide notice to the Union and an opportunity to meet and discuss any anticipated changes to the Bus Operators Policy and Procedure manual prior to implementation.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4 EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3- consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control, will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Green Bay bus operators will be subject to this policy.

ARTICLE 5 UNION COOPERATION

- ~~5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.~~

ARTICLE 65 LEAVES

- 65.1 Leaves of absence may be granted at the discretion of the Human Resources Director in accordance with applicable rules, policies and legal requirements.
- 65.2 A bus operator will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE ~~76~~
SENIORITY

~~76.1~~ Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.

~~76.2~~ Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.

~~76.3~~ Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

~~76.4~~ Probation: New employees will be considered probationary employees for the first 12-months or the first 2080 hours of their employment, whichever occurs first. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.

~~76.5~~ Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.

~~76.6~~ Transfer: A City employee transferring into a bargaining unit position with seniority as described in 7.1 will be eligible to use seniority for route selection as follows:

~~76.6.1~~ During the first 12-consecutive months of employment under this Agreement, the transferring employee may use their seniority on the Extra-Board.

~~76.6.2~~ Upon completion of the first 12-consecutive months as described in 7.6.1, the bus operator may use their seniority to bid on a Regular Run during the next regular operator bid time. The employee may continue to use seniority for the Extra-Board while waiting for the Regular Run operator bid.

ARTICLE ~~87~~
GRIEVANCE PROCEDURE

~~87.1~~ Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

78.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:

78.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10-work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10-work days from the date the grievance was received.

78.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10-work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10-work days, in writing.

78.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10-work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 5-hearing officers provided by the WERC. The Union will strike the first name from the list, the City will strike the second name, the Union will strike the third name, the City will strike the fourth name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.

78.2.4 The decision of the Hearing Officer concerning any matter referred to it will be final and conclusive upon the employees, the Union, and the City.

78.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 98 DISCIPLINE, SUSPENSION, AND DISCHARGE

89.1 The City will not discipline, suspend or discharge any employee without just cause. Suspension or discharge will be in writing with a copy to the Union and to the employee affected.

98.2 When an employee is to be disciplined in any manner, including a discussion of the circumstances of accidents, a union representative may be present if the employee so desires.

ARTICLE ~~9~~10
ALTERNATIVE DUTY

~~109~~1 The parties agree to implement the City's Alternative Duty Program in accordance with the City's Personnel Policies and Procedures and as it may be modified by the City.

ARTICLE ~~11~~10
HOLIDAYS

~~1110~~1 Following are the recognized paid holidays for bus operators:

- New Year's Day
- ½ Martin Luther King Jr. Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- ~~21~~ floating holiday (in lieu of ~~the Juneteenth and the~~ Day after Thanksgiving)

~~1110~~2 Full-time bus operators will be allowed 8-hours for full day holidays and 4-hours for half day holidays at the employee's straight time rate of pay.

ARTICLE ~~12~~11
VACATIONS

~~1211~~1 An eligible employee will accumulate vacation leave with pay to a maximum of 240-hours. Generally vacations will not be permitted during an employee's first 6-months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- | | |
|---|-----------|
| • Start through end of 5 th year | 80 hours |
| • 6 th through end of 10 th year | 120 hours |
| • 11 th through end of 15 th year | 136 hours |
| • 16 th through end of 20 th year | 160 hours |
| • 21 st year plus | 200 hours |

~~1211~~2 A bus operator whose normal workweek run is more than 40-hours may choose to take either 8-hours or the normal scheduled hours for a vacation day or days provided the bus operator has a minimum of 40-hours for the workweek.

- ~~1211~~.3 Vacation will be appropriately prorated for employees who work less than a calendar year.
- ~~1211~~.4 An employee cannot carryover more than 240-hours of vacation at the end of the calendar year. Employees who have vacations canceled due to emergency call-ins or illness will be allowed to reschedule such vacation during the first 3-months of the following year or add it to their carryover balance provided that balance remains at or below 240-hours.
- ~~1211~~.5 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- ~~1211~~.6 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- ~~1211~~.7 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80-hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- ~~1211~~.8 Personal Leave: Regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE ~~1312~~
SICK LEAVE OR EMERGENCY LEAVE

- ~~132~~.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152-hours.
- ~~132~~.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for

under the State or Federal Family Medical Leave Acts.

- 132.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, guardian, foster child or sibling ~~who lives at home.~~
- 132.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 132.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688-hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 143 WORKER'S COMPENSATION

- 143.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 154 ~~FUNERAL~~ BEREAVEMENT LEAVE

- 154.1 Employees will be allowed ~~up to~~ 3-days off with pay for absences necessitated by a death in the employee's immediate family including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, child-in-law, grandchild or grandparent. In circumstances which require an employee to ~~attend a funeral of a member of the immediate family at a~~ travel distance in excess of 300 miles from Green Bay due to the death of an immediate family member, up to 2-additional days to be used consecutively (one time use per death) may will be granted. A request for additional vacation, personal, comp time or other leave time must be communicated to the immediate supervisor as soon as practicable. ~~If a funeral is delayed, or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.~~

Employees will be allowed 1-day off with pay ~~to attend the funeral~~upon the death of the spouse's grandparents or ~~of a son-in-law, daughter-in-law,~~ sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 154.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 165 HEALTH AND DENTAL INSURANCE

- 165.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 165.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 165.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 165.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 165.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

- 165.6 Employees may participate in the City's Health 1265 program as outlined in Appendix B.
- 165.7 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employee's regularly scheduled to work a minimum of 37½ hours per week. Employees will

have the option to purchase supplemental life insurance for self, spouse and eligible dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

- 165.8 Fed Med Card: When a Transit driver in the process of obtaining or renewing a Fed Med card is required to undergo additional medical testing specifically due to previous heart history or sleep apnea screening, or is required to purchase and maintain medical devices not otherwise required except for obtaining the Fed Med card, the City will reimburse the employee for actual expenses by depositing up to a maximum of \$200 per year into the employee's Personal Benefit Account (PBA) for out of pocket expenses for such testing and/or purchase and upkeep of required equipment. Out of pocket expense will be determined by the statement from the insurance company. The Transit driver is responsible for requesting the PBA reimbursement and providing appropriate documentation of the expense.

ARTICLE 176 RETIREMENT CONTRIBUTION

- 176.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 187 WAGES AND RATES

- 1817.1 Attached hereto and marked Schedule A is the schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents hereof will constitute a part of this Agreement.

- 1817.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.

- 187.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.

- 187.3.1 If a bus operator is scheduled the day before for a Limited Service piece of work the driver will be paid a minimum of 1½ hours and will not be required to stay for standby unless notified by dispatch. If the bus operator is scheduled on the same day as the Limited Service piece of work the operator will receive a minimum of 2-hours pay.

- 187.4 All work for NFL Green Bay Packers games on Sundays shall be paid at double the employee's regular rate of pay. If the Green Bay Packers game is on an observed holiday, including an observed holiday that falls on a Sunday, then the employee will receive holiday pay and be paid at double the employee's regular rate of pay for actual hours of work.

ARTICLE 198

HOURS OF WORK

- 198.1 The City will establish the hours of work for employees in the bargaining unit.
- 198.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40-hours per week. Vacation, personal days, compensatory time, holiday time, funeral leave and jury duty will be considered actual hours worked for the purposes of determining eligibility for overtime.
- 1819.3 Overtime hours are subject to prior supervisory approval.
- 198.4 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.
- 198.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.
- 198.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.
- 198.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.
- 198.8 Whenever the Transit Department is closed due to a weather emergency, all employees will be required to use vacation, personal day or leave without pay for the day in question. Employees who report to work prior to being notified of the closing will receive a minimum of 2-hours pay. If the department does not close completely, the Transit Director may retain employees for the full shift or send them home prior to the end of the shift and require them to use vacation, personal day or leave without pay. Unless a weather emergency is declared by the Transit Director or designee all employees will be required to report to work.

ARTICLE 1920

CLOTHING ALLOWANCE/REIMBURSEMENT

- 1920.1 The City will provide the initial compliment of clothing which will include: shirts or polo shirts, turtleneck, trousers, jackets, sweaters, walking shorts, culottes for females, or sweater, and winter parkas or bomber jackets or vests. The City will pay ~~100%~~95% of the cost. Parkas may be purchased by limited service employees ~~and the City will pay 50% of the cost. at their own expense.~~ Transit ~~patches on~~ uniforms will be turned into the Transit Department when an employee terminates employment. The City will pay \$~~10080~~, to be included with the first paycheck of each year of this Agreement, to cover the cost of footwear. Shoes will be a solid black or brown. This will be an annual allowance. ~~and the~~

~~footwear will be worn only on the job.~~ Belts will be considered part of the uniform while ties will not be.

~~1920.2~~ Clothing will be replaced by the City as needed. ~~However, no employee will wear any part of the uniform for any reason other than performing their duties as Transit employees.~~ Management will outfit probationary employees with at least 3 shirts after training and other items as it deems necessary.

~~2019.3~~ The City will provide the initial compliment of clothing which will include:

- 5 shirts (long or short sleeve or polo shirts)
- 3 trousers
- 1 jacket with liner
- 1 sweater (pullover or cardigan) or
- 3 turtlenecks
- 1 belt
- 2 shorts/culottes (either or)
- 1 parka or bomber jacket or vest

~~2019.4~~ Shorts will be considered part of the uniform however; they may only be worn from April 15 to October 15. Black or white tennis shoes and laces may also be worn during this period, but will be worn at the employees' expense.

~~2019.5~~ The City will, upon submission of a receipt, reimburse drivers for half the Commercial Drivers License (CDL) renewal fee.

ARTICLE ~~210~~ PICK OF RUNS

~~2120.1~~ Pick of runs will be held 3-times a year to be effective in January, May and September. The runs will be posted for at least a minimum of 10-calendar days prior to the effective date. There will be a 24-hour time limit (excluding Saturday, Sunday and holidays) for individual operators in seniority order to make their pick of runs in the choice book. If an operator does not pick a run within the allowed time, the operator will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

~~2120.2~~ If an operator makes an error in signing for a run, the operator may contact the supervisor and will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

~~2120.3~~ If an operator is not going to be available during the time the pick of runs is occurring, the operator may provide their supervisor or union officer with a priority list of run selections

however only a supervisor may record the selection on the run bid form.

ARTICLE 22 EXTRA BOARDS

- 2221.1 Whenever practically possible, the City will post the daily extra board worksheet by 1:00 p.m. the day prior to the scheduled work day.
- 2221.2 Changes to the assigned work schedule will be made on the dispatcher's copy in the office. Drivers will be notified by the dispatcher of changes made after schedule has been posted.
- 2221.3 Selection of the extra board work assignments will be made in rotating seniority order.
- 2221.4 When an extra board driver has worked 40-hours by the end of the work day on Friday, any additional Saturday hours will be granted to other drivers on the extra board according to their rotating seniority order.
- 2221.5 In the event of an emergency, the City reserves the right to exercise policies as it sees fit.

ARTICLE ~~23~~22 SEPARABILITY AND SAVINGS CLAUSE

- 2322.1 If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 2322.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE ~~24~~23 DURATION OF AGREEMENT

- 2423.1 This Agreement will become effective as of January 1, 202~~5~~2 or date of signature if after January 1, 202~~5~~2, and will remain in force and effect to and including December 31, 202~~7~~4.
- 2423.2 This Agreement and the provisions thereof supersede the previous Collective Bargaining Agreement of the parties and will be in full force and effect until December 31, 202~~7~~4 and

from year to year thereafter unless written notice of termination or amendment or change in the terms thereof is given by either part to the other 90-days prior the expiration of this Agreement or any subsequent anniversary date of this Agreement.

This Agreement was approved on ~~January 7~~March 8, 202~~5~~2 by the Transit Union and ~~January~~March 18, 202~~5~~4 by the City Council.

For the Union

Representative

Representative

For the City of Green Bay

Mayor

Human Resources Director

Transit Director

Attest:

City Clerk

APPENDIX A WAGE RATES

CLASSIFICATION	*Varies <u>1007/01/25</u> <u>2</u>	<u>2.5%</u> <u>10/1/26</u> <u>3</u>	<u>2.5%</u> <u>10/1/27</u> <u>4</u>
0—1040 Hours Starting Wage	\$ 21.58 <u>25.0</u> <u>0</u>	\$ 22.01 <u>25.6</u> <u>3</u>	\$ 22.46 <u>26.2</u> <u>7</u>
1041—2080 Hours Beginning of Year <u>2</u>	\$ 22.88 <u>27.6</u> <u>5</u>	\$ 23.34 <u>28.3</u> <u>4</u>	\$ 23.80 <u>29.0</u> <u>5</u>
Thereafter through the 3 rd yearBeginning of Year <u>3</u>	\$ 25.31 <u>28.1</u> <u>5</u>	\$ 25.81 <u>28.8</u> <u>5</u>	\$ 26.33 <u>29.5</u> <u>8</u>
Beginning of <u>Year 4</u> th Year	\$ 25.77 <u>29.0</u> <u>0</u>	\$ 26.28 <u>29.7</u> <u>3</u>	\$ 26.92 <u>30.4</u> <u>7</u>
Beginning of 5 th Year	\$ 25.84	\$ 26.35	\$ 26.99
Beginning of 6 th Year	\$ 25.97	\$ 26.49	\$ 27.12

- This wage schedule incorporates longevity payments.
- Operators who work a shift consisting of 7 to 9 hours, beginning after 12:30 PM will receive \$~~0.35~~50 per hour premium pay for work performed.
- The increases will occur on the first date of the pay period in which October 1 occurs.
- If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the bus operators will receive the additional general wage increase.
- Only employees actively employed on the date of Union ratification of the Agreement will be eligible for any retroactive provisions.
- *1007/01/25² Wage Rate Increases
 - ~~0-1040 Hours~~Starting Wage: 79.2% increase
 - ~~1041-2080 Hours~~Beginning of Year 2: 213.9% increase
 - ~~Thereafter through the 3rd year~~Beginning of Year 3: 4.82% increase
 - Beginning of 4th yearYear 4: 3.256.1% increase
 - ~~Beginning of 5th year~~: 3.25% increase
 - ~~Beginning of 6th year~~: 3.20% increase

APPENDIX B

Health 1265

Members of the Amalgamated Transit Union, Local Division 857, AFL-CIO who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points and meet all of the requirements under the City's program.

- January 1, 2022 - October 31, 202~~5~~² – 11.5% reduced premium contribution for the 2020 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2023 - October 31, 202~~6~~³ – 11.5% reduced premium contribution for the 2021 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2024 - October 31, 202~~7~~⁴ – 11.5% reduced premium contribution for the 2022 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 29, 2025

PREPARED BY

AGENDA ITEM # E.4

For consideration with possible action on the request to reclassify 13 Conservation Corps federally grant funded positions to 13 Limited Term Employees (LTE) due to the loss of federal grant funding.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 29, 2025

PREPARED BY

AGENDA ITEM # F.I

Report of Routine Personnel Actions

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Personnel Action Report 4.29.25

**REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES
April 29, 2025**

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
<u>New Hire</u>			
Custodian I	PRF	Custodian I	4/21/2025
Police Officer Recruit	PD	Jhad Newsom	5/19/2025
<u>Transfer</u>			
Truck Driver - Streets	DPW	Kenneth Hansen	4/21/2025
<u>Promotion</u>			
Parking Enforcement Officer	DPW	Michael Beaupre	4/28/2025
Office Clerk	PD	Amy LeFevre	4/21/2025
Administrative Clerk	PD	Jamie Wozniak	4/21/2025
Advanced Patrol Officer	PD	Bashir Buruin	4/21/2025
<u>Grade/Step Change</u>			
Park Supervisor	PRF	Adam Brezinski	4/7/2025
Custodian I	PRF	Mark Gallenberger	4/4/2025
Arborist II	PRF	Darin Schmuki	4/7/2025
Arborist II	PRF	Jeremy Massart	4/7/2025
Arborist II	PRF	Kyle Kovnesky	4/7/2025
Arborist II	PRF	Steven Fishler	4/7/2025
Inspection Support Specialist	CED	True Xiong	4/8/2025
Public Works Superintendent	DPW	Justin Linzmeier	4/7/2025
Transit Operator	Transit	Susan Horner	3/28/2025
Transit Operator	Transit	Tyler King	4/1/2025
Forestry Supervisor	PRF	Joshua Zarling	4/7/2025
Forestry Supervisor	PRF	Nicholas Peterson	4/7/2025
Electrician	DPW	Kyle Scharenbroch	4/7/2025
City Forester	PRF	Brian Pelot	4/5/2025
Finance Manager	Transit	Sherry Schuh	4/24/2025
Sewer Maintenance Worker	DPW	Carlos Castro	4/22/2025
Planner II	CED	Stephanie Hummel	4/15/2025
Administrative Clerk II	Muni Ct	Christine Petitjean	6/1/2025
Captain	PD	Andrew Opperman	4/15/2025
Commander	PD	Shannon Seymer-Tabaska	4/15/2025
Commander	PD	Richard Belanger	4/15/2025
Office Clerk	PD	Amy LeFevre	4/22/2025
Painter	PRF	Frank Theys	4/20/2025
Arborist II	PRF	Nicholas McDonald	4/17/2025
Appraiser II	Admn Svs	Alex Drews	4/23/2025
<u>End of Employment</u>			
Arborist I	PRF	Timothy Gitter	5/20/2025

Civil Engineer II	DPW	Max McGuire	4/25/2025
Conservation Corps Crew Member	PRF	Anthony Martynski	4/18/2025
Conservation Corps Crew Member	PRF	Adam Schmalz	5/9/2025
Conservation Corps Crew Member	PRF	Emily Swagel	7/11/2025
Conservation Corps Crew Member	PRF	Edwin Wilke	7/11/2025
Conservation Corps Crew Member	PRF	Erin Mullis	3/14/2025
Community Service Officer	PD	Benjamin Cornelissen	4/23/2025